



Amendment No. 2
to
Contract No. MA 5600 NC170000053
for
Public Health Inspection and Permitting Software
between
Tyler Technologies
and the
City of Austin

- 1.0 Effective March 13, 2018, Exhibit B, Tyler Technologies Inc. Offer, is amended by addition of the following table including payment milestones for the specified services:

Included Services*: Configuration of Core System (\$160K); Additional DHD Programs (\$7,500); Public Portal (\$20,000) and Data Conversion (\$16,000)	
Milestone	Payment Amount
Milestone 1: Delivery of all Food Programs, including retail, mobile/CPF, farmer's markets and temporary programs, for Testing	\$40,000
Milestone 2: Go-Live of all Food Programs, including retail, mobile/CPF, farmer's markets and temporary programs.	\$20,000
Milestone 3: Delivery of Pool/Water Sampling Programs for Testing	\$20,000
Milestone 4: Go-Live of Pool/Water Sampling Programs	\$10,000
Milestone 5: Delivery of Vector Control and Certification Manager Programs for Testing	\$3,750
Milestone 6: Go-Live of Vector Control and Certification Manager Programs	\$3,750
Milestone 7: Delivery of offline field client for all Programs, including food, pool and vector.	\$5,000
Milestone 8: Delivery of standard State of TX Reports	\$5,000
Milestone 9: Delivery of Inspection Portal	\$35,000
Milestone 10: Delivery of functionality to submit applications online	\$37,000
Milestone 11: Availability of online Payment Processing using Tyler products/services and any remaining deliverables as specifically identified in Exhibits B and C of the original professional services contract.	\$8,000
*Historical detail inspection data conversion (hourly rate): 40 hours @ \$200/hr	\$8,000
*Historical financial invoice data conversion (hourly rate): 40 hours @ \$200/hr	\$8,000
Total	\$203,500
*Inspection and Financial Invoice Data Conversion Services are billed and invoiced as delivered	
**Optional Services can be added by mutual agreement and are payable as provided	

- 2.0 The number of units in the Investment Summary for Trailer/Home Parks, Campgrounds, Body Art, Hotels/Tourist Accommodations, and Schools is changed from "1" to "0".

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 09/28/2017 – 09/27/2020	\$461,624	\$461,624
Amendment No. 1: Invoice Address Change	\$0.00	\$461,624
Amendment No. 2: Exhibit B Modification	\$0.00	\$461,624

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

TYLER TECHNOLOGIES INC.

Signature:

Russell Smith

Date:

4/17/18

Printed Name:

Russell Smith

CITY OF AUSTIN

Signature:

Elisa Folco

Date:

4/18/18

Elisa Folco, Procurement Specialist IV



Amendment No. 1
to
Contract No. MA 5600 NC170000053
for
Public Health Inspection and Permitting Software
between
Tyler Technologies
and the
City of Austin

- 1.0 The above referenced contract is hereby amended, effective November 16, 2017, to modify the invoice address, Exhibit A, Invoices, to the following:

	City of Austin
Department	Austin Public Health
Email	HHASDAPInvoices@austintexas.gov

Or

	City of Austin
Department	Austin Public Health
Address	7201 Levandar Loop, Building E Office E.1
City, State, Zip Code	Austin, TX 78702

- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 09/28/2017 – 09/27/2020	\$461,624	\$461,624
Amendment No. 1: Invoice Address Change	\$0.00	\$461,624

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

TYLER TECHNOLOGIES INC.

Signature:

Russell Smith

Date:

11/17/17

Printed Name:

Russell Smith

CITY OF AUSTIN

Signature:

Elisa Folco

Date:

11/17/17

Elisa Folco, Procurement Specialist IV

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
TYLER TECHNOLOGIES ("Contractor")
FOR
PUBLIC HEALTH INSPECTION AND PERMITTING SOFTWARE**

CONTRACT NUMBER: MA 5600 NC170000053

This Contract is between Tyler Technologies having offices at 5519 53rd Street and the City, a home-rule municipality incorporated by the State of Texas.

WHEREAS Client is a member of the National Joint Powers Alliance ("NJPA") under member number 18212;

WHEREAS Tyler participated in the competitive bid process in response to NJPA's RFP #110515 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 110515-TTI (hereinafter the "NJPA Contract");

WHEREAS documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA, is available at <http://www.njpacoop.org/national-cooperative-contract-solutions/contracts-general/technology-security-communication-solutions/110515-tti/>; and

WHEREAS Client desires to purchase off the NJPA Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the NJPA Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

1.1 This Contract is composed of the following documents:

- 1.1.1 NJPA 110515-TTI
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Tyler Technologies, Inc. Offer
- 1.1.5 Exhibit C, Tyler Technologies Inc. Implementation Statement of Work
- 1.1.6 Exhibit D, Tyler Technologies Inc. Annual Support and Hosting Statement of Work
- 1.1.7 Exhibit E, Tyler Technologies Inc. SaaS Agreement
- 1.1.8 Exhibit F, Non-Discrimination Certification
- 1.1.9 Exhibit G, Non-Suspension or Debarment Certification

1.2 Quantity. Quantity of goods or services as described in Exhibit B.

1.3 Term of Contract. The Contract shall be in effect on the date executed by both parties (Effective Date) for an initial term of 36 months and may be extended thereafter for up to two (2) additional twelve (12) month extension option(s), subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$461,624 for the initial Contract term, \$94,532 for extension option 1, \$99,133 for extension option 2, for a total amount Not-to-Exceed \$655,289.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

TYLER TECHNOLOGIES INC.

CITY OF AUSTIN

Abigail Diaz

Printed Name of Authorized Person



Signature

Chief Legal Officer

Title:

9/20/17

Date:

Elisa Folco

Printed Name of Authorized Person



Signature

Contract Management Specialist IV

Title:

9/28/2017

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Tyler Technologies, Inc. Offer
Exhibit C	Tyler Technologies, Inc. Implementation Statement of Work
Exhibit D	Tyler Technologies, Inc. Annual Support and Hosting Statement of Work
Exhibit E	Tyler Technologies, Inc. SaaS Agreement
Exhibit F	Non-Discrimination Certification
Exhibit G	Non-Suspension or Debarment Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Rahul Saxena, Phone: 678-575-9074, Email: Rahul.Saxena@tylertech.com. The City's Contract Manager for the engagement shall be Michael Maddux; Phone: 512-972-5846, Email: Michael.Maddux@austintexas.gov

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Statement. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit F. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor directly related to the performance under this Contract on an annual basis and with one (1) week advance written notice. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. **SOFTWARE TERMS:**

- A. In the event of termination of the contract, the service provider shall implement an orderly return of
City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

- B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause. After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited or technically infeasible without causing Tyler to breach commitments to other clients, delete all City data in its systems or otherwise in its possession or under its control.
- D. The City shall be entitled to any post-termination assistance generally made available by Tyler to similarly situated clients, and under similar terms and pricing, with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.
- E. The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall, unless technically infeasible without causing Tyler to breach commitments to other clients, be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.
- F. Data Location: The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support.
- G. Import and Export of Data: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.
- H. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except in the course of data center operations, (2) in response to or monitoring of service or technical issues, (3) as permitted or contemplated by this contract, or (4) at the City's written request.
- I. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
 - 1 The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
 - 2. All data obtained from the City by the service provider in the performance of this contract shall become and remain property of the City.
 - 3. All personal data shall be encrypted in transit with controlled access. Unless

- otherwise stipulated, the service provider is responsible for encryption of the personal data in transit. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
4. Unless otherwise stipulated, the service provider shall encrypt all non-public data in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 5. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 6. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- J. The application is accessed through a web browser and leverages the accessibility features contained within the web browser.
 - K. Security: The service provider shall reasonably cooperate with City in disclosing its non-proprietary security processes and technical specifications to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.
 - L. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
 - M. Data Breach Notification: In the event of any security incident or data breach, service provider will conform to the applicable state data breach notification law.
 - N. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as determined by the service provider, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as determined by the service provider, defined by law or contained in the contract.
 - O. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) conform to applicable Texas state data breach notification requirements, and (2) take commercially reasonable measures to address the data breach in a timely manner.
 - P. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession of control of service provider.
 - Q. Responsibilities and Uptime Guarantee: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

- R. Web Services: The service provider may use Web services to interface with the City's data in near real time when possible. Any such Web services require advance written mutual consent and may require a change to the Agreement's not to exceed amount.

Exhibit B
Tyler Technologies, Inc. Offer



Investment Summary- Austin Public Health Department, TX

One-time Implementation/Professional Services Pricing:

Description		Unit Price	Units	Price
1	Configuration of DHD Software Core System		1	\$160,000.0
	Programs Included:			
	Food		1	
	Swimming/Bathing		1	
	Trailer/Mobile Home Parks		1	
	Campgrounds		1	
	Body Art		1	
	Hotels/Tourist Accommodations		1	
	Schools		1	
	Temporary Events		1	
	Complaints		10	
	Plan Review		3	
	Windows offline client		1	
2	Additional DHD Programs			\$7,500.0
	Vector Control		1	
	Certification Manager		1	
3	Data Conversion			
	Address, Establishment, Permit, Contact Data		1	\$0.0
	Historical detail inspection data conversion (hourly rate) (Optional)	\$200.0	40.0	\$8,000.0
	Historical financial invoice data (hourly rate) (Optional)	\$200.0	40.0	\$8,000.0
4	Training			
	Web-training/Remote webinars	Included		\$0.0
	On-site training (visits) (Optional)	\$2,500.0	0.0	\$0.0
5	Public Portal			
	Mobile-responsive Public Portal for viewing inspection data		1	\$0.0
	Ability for facilities to submit applications online		2	\$20,000.0
				\$203,500.0



Annual Licensing, Hosting, Support/Maintenance Pricing:

Description	1st Year	2nd Year	3rd Year	4th Year	5th Year
County EH department users/licenses to DHD Software, 61 users	\$79,500.0	\$83,475.0	\$87,648.8	\$92,031.2	\$96,632.7
Datacenter hosting, storage, backups and other related costs per annual SOW	Included	Included	Included	Included	Included
Bug fixes, One-form update or addition of 10 data fields, remote-offline application support	Included	Included	Included	Included	Included
Hosting of public inspection portal	Included	Included	Included	Included	Included
Ad hoc report Server Access (Optional, 5 Users)	\$2,500.0	\$2,500.0	\$2,500.0	\$2,500.0	\$2,500.0
Hosting of public portal with application submittal functionality	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total:	\$82,000.0	\$85,975.0	\$90,148.8	\$94,531.2	\$99,132.7

*Annual License Fee, beginning sooner of 6 months after initial meeting or system go-live

**DHD PLATFORM SYSTEM**

The DHD Platform System provides a fully functional Environmental Health Data Management system that can operate without additional modules, features, customizations, or configurations. Each module includes standard logic that adds to the advanced functionality of the system and remains unchanged throughout the configuration process; additional logic can be added through individually purchased components. The DHD Platform System is delivered to client for user testing 4 weeks from the Project Start Date. The Platform System modules will include (Check all areas that will apply):

Address Manager

- ☒ USPS Standard Address fields
- ☒ Latitude
- ☒ Longitude

Establishment Manager

- ☒ Establishment Name
- ☒ Contact Information
- ☒ Mailing Address
- ☒ Plan Review Date

Owner/Contact Manager

- ☒ Type
- ☒ Name
- ☒ Address
- ☒ Contact Information
- ☒ Mailing Address

Permit Manager

- ☒ Plan Review Information
- ☒ Permit Name
- ☒ Dates Active/Expire
- ☒ Permit Type (up to 15)
- ☒ Permit Status

Financial Manager

- ☒ Account
- ☒ Invoices
- ☒ Payments
- ☒ Bulk Renewals
- ☒ Bulk Permits

Plan Review Manager

- ☒ Plan Review Type
- ☒ Date Plans Received
- ☒ Plan Review Status
- ☒ Review Dates
- ☒ Approved Date
- ☒ Payments

Inspection Manager

- ☒ Date
- ☒ Time
- ☒ Type
- ☒ Inspector
- ☒ Violation Data
- ☒ Follow-up Date
- ☒ Comments
- ☒ Signatures

Complaint Manager

- ☒ Type
- ☒ Date Received
- ☒ Complainant Information
- ☒ Complaint Details
- ☒ Investigation Details
- ☒ Inspector/Department Assignment
- ☒ Status

Inspector Assignment Manager

- ☒ Assignment/Area Manager

Inspector Scheduler

- ☒ Scheduler

Printable Forms *

- ☒ Permit Form
- ☒ FDA Food Inspection Form
- ☒ Generic Inspection Form
- ☒ Plan Review Summary
- ☒ Invoice/Receipt

Reports *

- ☒ Cash Drawer
- ☒ Invoice Aging
- ☒ Cash Flow
- ☒ Common Violation
- ☒ Inspection Compliance
- ☒ Employee Productivity

Client Issue Tracker

- ☒ Enter and track system errors and bugs
- ☒ Review Garrison response to issues

Attachments, Notes, Record History

- ☒ Unlimited file and photo attachments
- ☒ Ability to add notes to records
- ☒ Detailed history tracking on all records

Training

- ☒ Web training: Train the Trainer format, 16 hours

Electronic User Manual

* See Attachments for examples

[illegible]

Tyler Technologies, Inc

2

Phone: 704-285-7500
Fax: 877-329-8413
Website: www.dhdinspections.com



CONFIGURATIONS, cont.	
<p>PERMIT TYPE: _____</p> <p>INSPECTION FREQUENCY: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>INSPECTION FREQUENCIES</p> <p>Risk-based Inspection Frequency</p> <p>A risk-based inspection frequency is one that relies on the manual evaluation of certain establishment features to calculate a risk factor. In this case, each establishment is assigned a risk level, which corresponds directly to the inspection frequency. For example, High Risk establishments are inspected 4 times per year, Medium Risk establishments are inspected twice per year, etc.</p> <p>Calculation-based Inspection Frequency</p> <p>A calculation-based inspection frequency is one that uses data entered into the system to dynamically evaluate an establishment and assign inspection frequency. For example, the system can evaluate the number of seats, the number of meals served, the types of food served, the last inspection score, and the number of outstanding critical violations for a particular establishment and, based on that information, assign an inspection frequency.</p> <p>Permit Type-based Inspection Frequency</p> <p>The permit-type based inspection frequency determines the number of inspections per year by permit type. For example, Food permits are inspected 4 times per year, establishments with pool permits are inspected once a year, Day Care establishments are inspected twice a year.</p>
<p>PERMIT TYPE: _____</p> <p>INSPECTION FREQUENCY: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>PERMIT TYPE: _____</p> <p>INSPECTION FREQUENCY: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	



DHD1 will import into the DHD system data from any industry-standard source – e.g. text file, CSV, MS Excel, MS Access, SQL – assuming the Client provides the data mapping services to the new DHD system and an Entry Relationship Diagram (ERD). A sample set of the data must be provided before the system is delivered to the client for user testing. After the import is finalized and approved by the client, the final data set must match the format and layout of the sample data set exactly, or additional charges will occur. Check all services required:

- | DATA FILE NAME | DESCRIPTION/PROGRAM ASSOCIATION | FILE TYPE/SOURCE |
|----------------|---------------------------------|------------------|
|----------------|---------------------------------|------------------|

[illegible]



PUBLIC WEBSITE			
<p>DHD will provide a standard IFrame website design which incorporates the style of the client's current webpage. Unless otherwise agreed to in writing, the Public Website will be delivered after the DHD system is pushed to the production environment (Go Live). Check all that apply:</p>			
<input checked="" type="checkbox"/> Public Website			
Permit inspections to display on the public website (Check all that apply):			
<input checked="" type="checkbox"/> Food	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inspection types to display (Check all that apply):			
<input type="checkbox"/> Pre-opening inspections	<input type="checkbox"/> Complaint inspections	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Regular inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Follow-up inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of inspections to display for each establishment. For example, show the last 5 inspections of any type. show all inspections in the past 18 months, etc:			
<hr/>			
<hr/>			
<hr/>			
Search types:			
<input checked="" type="checkbox"/> Advanced search	<input checked="" type="checkbox"/> City		
<input checked="" type="checkbox"/> Zip code	<input checked="" type="checkbox"/> Alpha Index - Smart Search		
<input type="checkbox"/> Subscriptions: Public users are able to sign up to receive updates on their favorite establishments as they are inspected			
<input type="checkbox"/> Email Alerts: Public users will receive email alerts on Environmental Health dispatches.			
Contact Forms:			
<input type="checkbox"/> Allow public users to submit Information Requests through the public website			
<input type="checkbox"/> Add help links or "Contact us" feature			
<input type="checkbox"/> Allow public users to submit complaints online			
<input type="checkbox"/> Add existing PDF or other archived documents to the website			
<input checked="" type="checkbox"/> Allow public users to access and print a copy of inspection reports			



FIELD CLIENT

☒ Offline version of the DHD system for use by inspectors in the field. The Field Client will include the portions of the system necessary for inspectors to carry out their field functions, including access to permits and historical inspection records. The Field Client will include the following modules (Check all that apply):

- | | |
|----------------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Address Manager | <input checked="" type="checkbox"/> Owner/Contact Manager |
| <input checked="" type="checkbox"/> Establishment Manager | <input checked="" type="checkbox"/> Inspection Manager |
| <input checked="" type="checkbox"/> Permit Manager (view only) | <input checked="" type="checkbox"/> Complaint Manager |

CUSTOM PRINTABLES

Client may choose to add up to 5 custom printable forms for any program included in the DHD Platform System or the Custom Build modules (Water Testing and Septic). Choose all that apply.

☒ Custom Printables[illegible]



Estimated implementation time: For each set of 5 reports, add 2 weeks to the DHD Platform System delivery to client for user testing.

In addition to the standard reports included in the DHD Platform system, clients can choose to add customized reports based on the data being captured by the client's DHD system. Custom reports are sold in sets of 5 and can include any combination of permit, inspection, employee performance, and financial reports. Sample reports must be provided by the client in order to provide an accurate price quotation.

Custom Reports

[illegible]

Tyler Technologies, Inc.

5

Phone: 704-285-7500
Fax: 877-328-8413
Website: www.dhdinspections.com

Exhibit C
Tyler Technologies, Inc. Implementation Statement of Work

Attachment A
Implementation Statement of Work

I. Overview and Approach

Tyler Technologies, Inc. (hereinafter "TYLER") has been selected to implement an Environmental Health Data Management System for Austin Public Health Department (hereinafter "Client"). In connection therewith, TYLER and Client have entered into an Agreement dated as of _____ (the "Agreement").

II. Implementation Statement of Work

This Statement of Work will govern the Services specified in this Statement of Work. In the event of conflict between the terms of this Statement of Work and the Agreement, the terms of the Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding this subject matter and replaces any prior oral or written communications between the Client and Tyler.

Changes to this Statement of Work will be processed in accordance with the procedure described in Section X.a: Project Change Control Procedures.

A. Project Scope

The Client and Tyler will use a number of specific dimensions to detail the scope of the implementation project so that the project boundaries, staffing estimates, and schedule are maintained.

This project will be completed in two phases. The first phase of the project will consist of all Client administrative business modules and databases to support all office functions for all Environmental Health Programs. The second phase of the project will be implementing the field components associated with these programs. These components will be designed and implemented after Phase 1 modules are live.

1. DHD Platform System

The DHD Platform System provides a fully functional Environmental Health Data Management system that can operate without additional modules, features, customizations, or configurations. Each module includes standard logic that adds to the advanced functionality of the system and remains unchanged throughout the configuration process. The DHD Platform System modules are defined in Appendix A: DHD Platform System.

2. Configurations

Clients are able to configure the fields in the individual Platform modules for a set price. The additional fields can be of any type and length, and can include specific auto-formatting: phone numbers (xxx-xxx-xxxx) and social security numbers (xxx-xx-xxxx), for example. Each field will be fully integrated into the DHD Platform System, including the Reporting and Analysis module. The full list of configurations is listed in Appendix B: Configurations.

3. Data Import

Tyler will import into the DHD system data from any industry-standard source – e.g. text file, CSV, MS Excel, MS Access, SQL. Tyler will collect a sample or subset of the Client's data near the end of the development phase. Using the Client-provided Entity Relationship Diagram (ERD) and data map, Tyler will create the conversion scripts to import that set of data into the Client System for testing purposes. Once the Client System is in the testing phase and the data set is uploaded into the Staging environment, Client can test the system and the data at one time. Tyler will convert up to five (5) years of historical Client data from an industry-standard format – e.g. MS Access, MS Excel, CSV, DBF, Microsoft SQL Server, etc. – into a new relational database with unique fields, maintaining all existing relationships and creating new relationships when necessary.

At the end of the testing phase, the Client will accept the Client System and Client Data. Tyler project team will work with Client and Client's IT staff to determine the best date to supply the final data set for the live Client System.

Tyler will allow Client access to a secure FTP site so that Client can upload the data immediately. Tyler will run the conversion scripts that were approved during the testing process and migrate all Client System code and data to the production servers. Tyler recommends that the Client retain access to their existing system for reference. Once the conversion scripts are completed and the data set is approved by Client, any changes in the data format or delivery method that are initiated by the Client will delay the conversion process and result in a delay in delivering the final data conversion. No changes in the data format or delivery method should be made after the conversion scripts are completed and approved by Client unless agreed to in writing by both parties. After the import is finalized and approved by the client, the final data set must match the format and layout of the sample data set exactly, or additional charges will occur.

Refer to Appendix C: Data Import for a complete list of data import services.

a) Extract Programs

For the Client legacy data stored in MS Access, MS Excel, SQL Database, or CSV list, the Client can copy the entire database/document to the secure FTP site provided by Tyler. In these cases, the Client will not have to create extract programs.

For all other applications, including those maintained by third parties, the Client is responsible for converting the data into a format approved by Tyler as well as providing data maps and dictionaries for that data. These converted data files and documentation will be uploaded to the FTP site provided by Tyler.

b) Import Programs

Tyler will be responsible for importing the data into the Client System, including writing the scripts to import the data, compile it, scrub it, and validate it based on the Client's instructions. Tyler will use a combination of pre-written scripts and custom scripts that will read the data file, import the data, and create and/or update the appropriate Client System fields. Tyler will create reports of exceptions and exclusions after the data has been imported into the Client System; the Client will be responsible for reviewing the list of exceptions and exclusions and updating the Client System appropriately.

c) Reconciliation Process

The data will be imported into the Client Testing environment after the core system is created, and the Tyler project team will review it. Once the data passes this initial inspection, Tyler will inform the Client that it is ready for review. The Client will be responsible for validating that the data has been correctly imported. Any discrepancies will be reported to the Tyler project manager, who will work with the Tyler project team to correct any issues and update the data in the Testing environment.

d) CUSTOM SERVICE: Data Mapping

Tyler will provide the Client with a list of fields in the Client System and the Client will be responsible for matching those fields with the corresponding tables and fields in the legacy client systems. The Client is responsible for providing a data map of the legacy system, which includes the tables, field names, and field descriptions. Tyler will review the data mapping with the Client and work to resolve any outstanding fields. Tyler's project manager will assist the Client with the data mapping process, offering guidance and advice as needed.

e) CUSTOM SERVICE: Data Cleansing

Tyler's project team will review with the Client any fields the Client knows are incorrect, inaccurate, formatted incorrectly, etc. ("dirty") and document what actions are required to make those fields correct and/or standard ("clean"). Tyler has standard scripts used to scrub address and phone number data before it is imported in the Client System and will create custom scripts as needed to assist in other areas. Tyler will run these scripts on all the data that is imported into the Client System.

Lastly, Tyler will import the Client Data into the Staging environment and will require that the Client thoroughly review all data to ensure that fields have populated correctly and that the data has been cleaned satisfactorily. If there are changes required, Tyler and Client will work together to decide what data can be scrubbed before the final import and what will be the Client's responsibility to change after the data has been imported into the live Client System.

f) CUSTOM SERVICE: Validations

Tyler will work with the Client to define specific and custom data validation rules. For example, if the Client's parcel numbers should all be entered in the format xxxx-xx-xxxx, Tyler will extract a list of numbers that were entered incorrectly and, if the correct number of digits is represented, auto-format the field when they import the data. Tyler's in-house tools include a zip code validation process, which cross-references the zip code, Client, and city information and generates a report of anomalies. This report will be sent to the Client for manual updating because Tyler will not know which element of the address is correct.

Tyler will also work with the Client to develop any custom validation scripts are identified during the design phase of the project. These scripts will automatically change the fields as part of the conversion process so that the Client will not have to clean the data in their old systems. Once the system is live, many of these validations will be built into the system by requiring the end-users to select from pre-determined drop down menus.

4. Public Website

Tyler will provide a standard IFrame website design which incorporates the style of the client's current webpage. Unless otherwise agreed to in writing, the Public Website will be delivered approximately 4 weeks after the DHD system is implemented in the production environment (Go Live). Public Website specifications are fully defined in Appendix D: Public Website.

5. Field Client

Tyler will provide an offline version of the DHD system for use by inspectors in the field. The Field Client will include the portions of the system necessary for inspectors to carry out their field functions, including access to permits and historical inspection records. The Field Client modules and minimum requirements for hardware are listed in Appendix E: Field Client.

6. Printable Forms

a) Standard Forms

The Client System includes standard forms that can be printed directly from the system. Each form is updated to include the Client's logo and contact information. Refer to Exhibits A [PROVIDED BY CLIENT] for examples of each form.

- (1) Permit Form (Exhibit A1)
- (2) FDA Food Inspection Form (Exhibit A2)
- (3) Generic Inspection Form (Exhibit A3)
- (4) Plan Review Summary
- (5) Invoice/Receipt (Exhibit A4)

b) Custom Printable Forms

Clients are able to add custom printable forms for any program included in the DHD Platform System and/or any custom modules added to the system. See Appendix F: Custom Printables for a complete list of forms that will be included in the System.

7. Reporting and Analysis

The Client System includes the Reporting and Analysis module, which contains the standard and custom reports described below. The reports return system data in real time, and require no additional software installation. No report generation requires Authorized Users to have special knowledge of database design. Authorized Users will be able to run the following reports in the Client System without further specialized training.

Reports are dynamically generated within the system, and can be exported to any common format, e.g. HTML, XML, Microsoft Word, Microsoft Excel, and CSV. Client will also have access to the standard reports that are part of the Platform System.

a) Standard Reports

Refer to Exhibit B for report logic and examples.

- (1) Cash Drawer Report (Exhibit B1) returns a list of payments entered by date.
- (2) Invoicing Aging Report (Exhibit B2) returns all fees and related invoices that are unpaid as of the time the report is generated. Invoices are grouped into aging categories: 30-60 days past due, 61-90 days past due, etc.
- (3) Cash Flow Report (Exhibit B3) allows users to search all payments received by date range, fee category, fee type, and/or payment method.
- (4) Common Violation Report (Exhibit B4) returns a list of the most common inspection violations cited, by date range.
- (5) Inspection Compliance Report returns a list of establishments that have not had the appropriate number of inspections in a specific time frame.
- (6) Employee Productivity Report lists all tasks performed through the system (i.e. inspections, plan review check lists, complaint investigations) as well as all tasks entered manually into the system (i.e. training dates, phone calls, meetings) by employee for a specific date range.

b) Custom Reports

Clients are able to add custom reports based on the data captured in the DHD System through platform or custom modules. See Appendix G: Custom Reports for a complete list of reports that will be included in the System.

8. Custom Module: Methamphetamine Incident and Abatement Module

B. Interfaces

The Client System will be capable of interfacing with standard Microsoft Office products, i.e. MS Word and MS Excel. Each report generated from the system can be exported into any of these and other formats, included CSV (Comma Separated Values), PDF, and HTML. The system's ability to export data into CSV allows the Client to upload data into virtually any other software program that supports data imports. Tyler can format the system output according to the Client's specifications. These custom formats will require development time and will be quoted on a case-by-case basis

C. Enhancements

Enhancements refer to special requirements that will be developed by Tyler. All system work not described in this SOW, including but not limited to system changes outside the original system specifications, the addition of logic or functionality outside the original system specifications, printable form and report updates, data requests, on-site customer training, and data conversions, will be charged at a flat rate of \$200 per hour, not including travel costs or other expenses. Any work over and above the not-to-exceed contract amount will be presented to Client on a case-by-case basis. No work resulting in additional charges over and above the not-to-exceed contract amount will begin until an amendment or both Client and Tyler sign a modification to the existing contract.

III. Training

A. Approach

The standard training procedures include step-by-step details that enable employees to perform their activities. Tyler's training staff will provide training agendas and materials to the Client System Administrators prior to training, and will conduct all initial training through on line web conferencing.

Tyler uses train-the-trainer methods, breaking up users by program area and access permissions. Supervisors will be cross-trained on many areas of the system, and the system administrators, or super-users, will be trained on all areas of the system including setting up users and permissions and other administrative functions.

B. Courses and Training Schedule

Tyler will conduct separate training classes for each level of user based on job description: inspectors, data entry, financial, administrative, etc. Additionally, Tyler will hold a class for managers and supervisors, who will have access to more tools than the average user.

Tyler will also have a course for Client System Administrators which will explain how to set up new users, how to set permissions, how to enter data into Client Issue Tracker, and how to operate other tools that are only accessible to Client System Administrators. The Client System Administrators do not need any special technical training; the Client System Administrator tools are just as user-friendly as the rest of the System.

The actual number of training courses will depend on the number of Client staff involved. Class sizes are determined based on the number of staff and access to computer equipment. The Client is responsible for providing telephone access and an Internet connection. Each Client staff member being trained should have access to a telephone and a computer during training. These computers can be desktops, laptops, or tablet computers, but all must have Internet and telephone access. Tyler does not recommend more than 2 users to each machine during training classes.

The Tyler project team will work with the Client to determine the best dates and times to conduct training. Training usually lasts no more than two (2) days total, with each category of user in active training for approximately two (2) hours total. Each class generally lasts between one and two hours.

Specific training agendas, dates, and times will be determined by the Tyler project team and the Client as the Client System approaches the go-live date.

C. Documentation

Tyler will customize the training documentation to conform to the Client System. Help documentation is a standard system feature and includes printed user guides, quick reference guides, and online versions of all printed documentation. These documents are created after final system acceptance to ensure the accuracy of the documentation. As changes and enhancements are made to the system, the electronic and hard copy documentation will be updated as necessary. System help documentation also includes a full manual, broken down by module.

D. The training documents will also be available for Authorized users to review, download, and print from the Client Production System. The training manual will cover all aspects of the system and is available to all Authorized Users.

IV. System Landscape

The system landscape begins with the developer's local version of the system, which is saved on the developer's hard drive and is where they work to develop the Client System and features. This environment is known as the Local Server, or "Local Development."

Once the development team has completed a set or section of code, the code is sent to Tyler's Development Server, where Tyler's internal QA and Testing team reviews the Client System for obvious functionality bugs, logic, and screen flow, based on the System Documentation that was approved by the Client.

After Tyler's QA and Testing team approves that portion of the system, Tyler migrates the code and/or data to their Staging or Testing environment, known as "Staging." The Staging Server is a working copy of the final Production system that allows the Client to review and approve all aspects of the Client System, including data, before the system goes live. The Tyler project team will review with the Client the features and functionality, and provide a UAT plan for Client to follow. The Client will test the system to ensure that functionality and data matches the approved System Documentation and the UAT plan.

After the Client signs the Final Approval of the system elements and/or data, Tyler will implement the information on the live Client System site, or "Production." This is the Client's live environment and the system that will be used in real time. Once the entire system and all data are operating on the Production server, the Client will sign a final system approval accepting the Production version of the Client System. The Staging environment remains available to the Client through the life of the contract. If additions or major changes to the system are added to the scope of this contract, Tyler and Client will follow these procedures to design, develop, review, and accept those changes. The Client will review on Staging server, and after Final Acceptance, Tyler will implement the changes on Production.

V. Key Assumptions

This SOW and Tyler's estimates to perform this SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure.

A. Logistics

1. Both parties assume a project start date of DATE.
2. Services provided under this Statement of Work will be performed at Tyler offices in Charlotte, NC. No services will be provided at the Client's site unless otherwise specified in this SOW.
3. Requests for on-site visits to the Client's location will be evaluated on a case by case basis and will be subject to monetary charges over and above those detailed in this Agreement.
4. Tyler will provide the Services under this SOW during normal business hours, 8:00 AM to 6:00 PM EST Monday through Friday, except national holidays. If necessary, the Client agrees to provide to Tyler after-hours access to the Client staff as becomes necessary for the purpose of meeting projected milestone dates.
5. Client employees are expected to execute the tasks and activities identified in this SOW based on the project timeline.
6. This Statement of Work is a contract between the Client and Tyler. Any conflicts will be resolved per the Escalation Procedures outlined in Section X.c

B. Resources

1. Tyler and the Client will provide at a minimum the staff resources as shown in Section IX.b.
2. Any contractors or consultants whose services are acquired directly through Tyler or the Client in connection to this project will perform their assigned tasks in a timely manner. All Client contractors and consultants will be bound by the terms of this Agreement.
3. The Client and Tyler will attempt to provide continuity of its core project team skills throughout the implementation project.

C. General

1. The Client and Tyler understand that the timely completion of schedules and the meeting of all deadlines set forth in this SOW are important to the successful completion of this project. Tyler and the Client agree to carry out their tasks and responsibilities in accordance with the mutually accepted detail

project work plan. Any schedule deviations have the potential to impact the resources, price, and timeline of this SOW.

2. Tyler reserves the right to invoice the Client based on original projected payment milestone dates if the Client requests schedule changes that delay significant milestones.

VI. Methodology and Responsibilities

1.0 To implement the functional scope in this Statement of Work, Tyler and the Client will work under a defined plan. The project will consist of a phased plan.

2.0

A. Phase 1: Design

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Conduct Kick-off meeting	X			X
Conduct initial design meeting	X			X
Design Phase 1: Flow Charts Screens Tables Generated Reports	X			X
Review design documentation for Phase 1		X	X	
Design Phase 2: Reports/Queries UAT Plan Data Conversion Map	X		X	
Create data mapping template	X			X
Create conversion plan	X			X
Create security plan	X			X
Review design documents for Phase 2		X	X	
Return all changes to documents to Tyler		X	X	
Develop final design of flow charts, screens, tables, generated reports, reports, narratives, test plans, and data conversion maps	X			X
Review final design of system		X	X	
Update design documents with final changes	X			X
Review and sign off on deliverables		X	X	

B. Phase 2: Development

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Develop system according to approved design	X			X
Run data cleansing scripts	X			X
Perform data cleansing	X			X
Create sample data conversion for testing		X	X	
Create the extract programs	X			X
Create the import programs		X	X	
Create interfaces programs		X	X	
Setup or build security		X	X	
Create reports/forms		X	X	

C. Phase 3: Test

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create Test Plan	X			X
Demo system	X			X
Grant access to development system for testing	X			X
Test the application and report defects		X	X	
Fix the defects	X			X
Test conversion programs		X	X	

Test interfaces		X	X	
Test security		X	X	
Test reports/forms		X	X	
Sign off on deliverables		X	X	

D. Phase 4: Training

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create training plan	X			X
Provide access to training system	X			X
Create training materials	X			X
Conduce end-user training	X			X
Sign off on deliverables		X	X	

E. Phase 5: Go-Live

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create transition plan	X			X
Execute system tests	X			X
Run data extract programs		X	X	
Deliver final data to Tyler		X	X	
Run import programs to load data	X			X
Run validation programs	X			X
Conduct final data reconciliation		X	X	
Sign off on system		X	X	

F. Phase 6: Field Client

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm applications for field client	X			X
Develop field client	X			X
Install field client	X			X
Test Field Client		X	X	
Correct issues as identified by Client	X			X
Deliver final field client	X			X
Conduct final field client testing		X	X	
Sign off on field client		X	X	

G. Phase 7: Public Website

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm data for public website	X			X
Design public website	X			X
Review design and content for public website		X	X	
Update website design based on feedback	X			X
Review final website design		X	X	
Create public website	X			X
Test public website		X	X	
Correct issues as identified by Client	X			X
Deliver final public website	X			X
Conduct final public website testing		X	X	
Sign off on public website		X	X	

VII. Completion Criteria

3.0

A. Throughout the project and after each deliverable to the Client, Tyler will provide approval and signoff documentation for Client review and signature. These signoff documents will constitute formal acceptance of the deliverable and approval for the corresponding payment milestone to be invoiced. No further production or project work will be performed or delivered until the Client signs the approval documentation.

B. Tyler will have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

1. Tyler accomplishes the activities as described in Section II.a: Project Scope.
2. Client or Tyler terminates this Project in accordance with the provisions of the contract between the Client and Tyler.

VIII. Implementation Schedule

A. Implementation Timeline and Project Plan

The Project Plan may be updated as priorities and deliverable dates change throughout the project phases. Any change to the Project Timeline will be sent to the Client for authorization and signature. The most recent approved Project Plan supercedes all previous editions, regardless of approval status, and is considered a de facto amendment to this SOW.

Tyler and Client recognize that the Client may require some project delays due to resources, community health outbreaks, etc. The Contractor agrees to honor these delays as they occur, as long as both parties agree on and provide approval signatures for the updated timeline.

Each instance of delay requested or caused directly by the Client, up to and including the seven (7) working days of a single instance of delay, will be added to the remaining contract timeline on a day-for-day basis; e.g. a three (3) working day Client delay will move the remaining timeline milestone dates ahead up to three (3) working days.

For each single instance of delay caused by the Client that extends past seven (7) working days, Tyler reserves the right to extend the remaining contract timeline up to two (2) working days for each one (1) working day of delay; e.g. a fifteen (15) working day Client delay may move the remaining timeline milestone dates ahead up to thirty (30) working days.

For purposes of this Section, "working day" refers to any regular business weekday, excluding federal holidays; "the Work" means Tyler's obligations set forth in this SOW.

IX. Resources

Client and Tyler will jointly staff the Tyler Implementation project. All staff assigned to the project will be assigned tasks in the Project Work Plan.

A. Client Resources

Role	Responsibilities	Time Required
Project Sponsor	The Client Health Department will provide a project sponsor for the duration of the project. The project sponsor will participate in the regularly scheduled project status meetings, when necessary. S/He will set priorities, approve scope and have final budget authority. The Project Sponsor should periodically review project progress and provide feedback on the performance of the team. When conflicts impede the completion of these responsibilities, the sponsor is responsible for negotiating a solution.	Approximately 3 – 5 hours per week over the design and development period of the project, depending on sponsor's involvement. This includes sitting in on the 45 minute – 1 hour status calls each week.
Project Manager	The Project Manager will have primary ownership of the operational aspects of the project and will provide day-to-day direction to the project team. The Project Manager's responsibilities include: <ul style="list-style-type: none"> • Manage the Client personnel and responsibilities for this project. • Serve as the single point of contact between Tyler and all Client departments participating in the project. • Administer the Project Change Control Procedure with the Tyler Project Manager. 	<ul style="list-style-type: none"> • 1 hour each week for status calls (if necessary) • 3 hours per program for design preparation* • 10 hours per program for design review, spread out

Role	Responsibilities	Time Required
	<ul style="list-style-type: none"> Participate in project status meetings. Resolve deviations from the estimated schedule, which may be caused by the Client. Help resolve project issues and escalate issues within the Client's organization, as necessary. Review with the Tyler Project Manager any Client invoice or billing requirements. In general the Project Manager is responsible for the communication and integration between the individual teams both internal and external to the project. The Project Manager is, in many cases, also the Project Sponsor. 	<ul style="list-style-type: none"> over 8 – 16 weeks* 1 week to run testing scripts 3 days for training*
IS Support	Responsible for working with Tyler on all data-related issues, including providing initial and final data sets for conversion into the DHD System.	10 – 20 hours total
Subject Matter Experts (SMEs)	Provide information to Tyler about the Client's business processes, forms, business rules, etc. for custom module builds. Also review and comment on the programs, tools, and requested features as they are completed. For conversion, SMEs will be responsible for mapping the data from the old systems to the new system, "cleaning" the old data, and validating that the data has been converted accurately.	<ul style="list-style-type: none"> 1 hour each week for status calls 3 hours per program for design preparation * 10 hours per program for design review, spread out over 8 – 16 weeks * 1 week to run testing scripts 3 days for training*

B. Tyler Resources

Role	Responsibilities
Project Manager	<p>The Tyler Project Manager will function as the Project Team Leader during the duration of the project. The Tyler Project Manager will work with the Client Project Manager to manage the Client resources assigned to the project, or as defined in the project schedule. The project schedule and other parameters established by the Project Sponsor shall serve as the governing document for the Tyler Project Manager. These responsibilities will include but not limited to:</p> <ul style="list-style-type: none"> Review the SOW and the responsibilities of both parties with the Client Project Manager; Maintain communication with Client staff through the Client Project Manager; Establish documentation and procedural standards for the development of the project; Prepare a detailed Project Work Plan for performance of this SOW which defines the detailed tasks and schedule responsibilities; Measure and evaluate progress against the Project Work Plan; Resolve deviations from the Project Work Plan; Maintain an Action Register for action items; Conduct regularly scheduled project status meetings; Review and administer the Project Change Control Procedure with the Client Project Manager; Coordinate and manage the activities of Tyler's project personnel. Create design documents. Assist the Client with data conversions. Create and maintain a document distribution list.

Role	Responsibilities
Developers	<p>The Tyler Project Manager will coordinate the Tyler developers. Developers will be assigned specific tasks to include but not limited to:</p> <ul style="list-style-type: none"> • Create and test technical programs. • Create technical documentation.
Trainers	<p>The Tyler Project Manager will coordinate the Tyler trainers. Trainers will be assigned specific tasks to include but not limited to:</p> <ul style="list-style-type: none"> • Create training plan • Create training documentation • Coordinate the "Train-the-Trainer" program • Coordinate the delivery of the training.

* These duties and time allotments are shared between the Client Project Manager and the SMEs.

X. Project Procedures

A. Project Change Control Procedures

The following is a detailed process to follow if a change to this Statement of Work (SOW) is required.

1. A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party. The submitting party will indicate whether the change constitutes minor or major change as defined in this document.
3. Both the Tyler Program Manager and the Client Project Manager will review the proposed change and approve it or reject it.
4. A written Change Order must be signed by both parties to authorize implementation of the change.
5. Tyler will evaluate each Change Order on a case-by-case basis to determine if it is included in the current SOW or if it requires additional functionality or enhancements not represented under the agreement. Client may be responsible for additional charges for some Change Orders. Client will be informed in writing if any additional costs will be incurred as a result of a Client Change Order request, and until the Agreement and SOW are modified no design or development work will begin on the Change Order request.
6. Tyler reserves the right to adjust the Project Timeline in order to incorporate Client requested Change Orders. Additional time or monetary charges will occur if the Change Order is requested during the development period of the project process. Client will be notified in writing before such charges are applied to the Agreement and/or SOW.
7. Tyler reserves the right to delay design and/or implementation of the Change Orders until all outstanding payment milestones have been paid in full. Additionally, Tyler reserves the right to delay the start of any Change Order work until after the original system, as described in this Statement of Work, has been approved, accepted, and is live on production servers.

B. Approval and Acceptance Procedure

Each deliverable document, as defined in Section VII.a: Completion Criteria will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) working days the Client Project Manager will either approve the deliverable or provide the Tyler Project Manager a written explanation of deficiencies.
3. The Tyler Project Manager will resubmit, in electronic form, the updated final version to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager. Reasonable delay is defined as a delay that will not affect a payment deliverable more than seven (7) business days.

C. Escalation Procedure

4.0

1. When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.
2. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.
3. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.
4. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.
5. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

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Exhibit D

Tyler Technologies, Inc. Annual Support and Hosting Statement of Work

Attachment B

Annual Support and Hosting Statement of Work

I. Introduction

This Statement of Work between Tyler Technologies, Inc. ("Tyler") and the Austin Public Health Department ("Client") defines the Digital Health Department ("DHD" or "System") System maintenance, System Hosting, Customer Support, and related services that Tyler will provide under the terms and conditions of the Agreement between Client and Tyler dated _____ (the "Agreement") and the terms and conditions contained herein.

In the event of a conflict between the terms of this Statement of Work and the Agreement, the terms and conditions of this Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive user license for all Client staff. This license includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.

II. Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.

2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

1. The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.

2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:

a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.

2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.

3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.

4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.

6. Change and feature requests will be addressed in ninety (90) to one hundred, twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.

2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.

3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.

2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.

3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.

4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.

3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of \$200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

III. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the clients system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.
2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. For outages lasting one hour or longer both the Tyler Operations Manager and Director of Programming Services will have the outage assigned as their top priority for immediate resolution. Should an additional hour pass the matter shall be brought to the attention of the Tyler Vice President, with all outages of four hours or more being immediately escalated to the Tyler CEO or President's office.

4. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. Credits will be applied toward future license and maintenance payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

IV. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and pop up text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

V. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge, and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outages, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other

Role	Responsibilities
	security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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Exhibit E
Tyler Technologies, Inc. SaaS Agreement

TYLER TECHNOLOGIES, INC SaaS AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2017, by and between Austin Public Health Department ("**Client**") and Tyler Technologies, Inc ("**Tyler**").

Background Statement

Client desires to obtain the services of Tyler to perform the scope of work set forth in the Implementation Statement of Work, attached hereto as Attachment A and made part of this Agreement (the "**Implementation SOW**"), and the Maintenance Statement of Work, attached hereto as Attachment B and made a part of this Agreement (the "**Maintenance SOW**"). The Implementation SOW and Maintenance SOW are collectively referred to as "**SOWs**" in this Agreement. "**Investment Summary**" means the agreed upon cost proposal for the products and services attached as Attachment C.

Statement of Agreement

The parties, in consideration of the mutual obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, agree as follows:

I. SCOPE OF SERVICES

- A. Client retains Tyler to perform, and Tyler agrees to perform, the services set forth in the Implementation SOW and Maintenance SOW. The services to be performed under the Implementation SOW are referred to herein as the "**Implementation Services**". The services to be performed under the Maintenance SOW are referred to herein as the "**Maintenance Services**". The Implementation Services and the Maintenance Services are collectively referred to as "**Services**" in this Agreement. Client shall provide reasonable assistance to facilitate the performance of the Services. In the event of a conflict between the terms of the Agreement and the terms of any SOW, the terms in this Agreement shall prevail unless expressly provided to the contrary in the SOW.
- B. Tyler shall provide a site license for the Digital Health Department Environmental Health Data Management System (the "**DHD System**") for Client. In addition, Tyler will provide database and application server hardware, training of Client staff in the use of the DHD System, and other services specified in the Implementation SOW.
- C. Tyler will work with Client to configure the system fields and to customize modules to reasonably accommodate Client's policies and data gathering practices. The final system will include each program and support the business requirements outlined in the Implementation SOW.
- D. The scope, timing, pricing and other terms of any Services may be changed only by a fully executed and revised SOW that replaces an existing SOW or by a fully executed change order that amends an existing SOW. Notwithstanding the foregoing, to the extent a change is dictated by law, Tyler may implement such change immediately and provide reasonable notice to Client thereafter. Tyler shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

II. TERM OF AGREEMENT

- A. The term of this Agreement for Implementation Services will commence upon the execution of this Agreement.
- B. The term of this Agreement for Maintenance Services shall be for the period of three (3) years commencing upon Final Acceptance (hereinafter defined) of the DHD System by Client.
- C. After the initial term for Maintenance Services, the term of this Agreement for Maintenance Services will automatically renew for consecutive twelve (12) month periods (each such period referred to as a "**Maintenance Renewal Term**") until Client or Tyler provide the other with written notice of intent not to renew, such notice to be given within sixty (60) days before the end of the initial term for Maintenance Services or any applicable Maintenance Renewal Term. Maintenance Services during the first Maintenance Renewal Term shall be at the annual maintenance fee in effect at the end of the initial term plus up to fifteen percent (25%) with such cost to escalate at up to five percent (5%) for each Renewal Term thereafter.

III. PAYMENT FOR SERVICES

- A. In consideration of the Implementation Services, Client agrees to pay Tyler, and Tyler agrees to accept, the fees and expense reimbursement (the "Implementation Fees") in accordance with the fee schedule set forth in the Implementation SOW (the "Implementation Fee Schedule").
- B. In consideration of the Maintenance Services, Client agrees to pay Tyler, and Tyler agrees to accept, the fees and expense reimbursement (the "Maintenance Fees") in accordance with the fee schedule set forth in the maintenance SOW (the "Maintenance Fee Schedule"). The Implementation Fee Schedule and the Maintenance Fee Schedule are collectively referred to herein as the "Fee Schedules".
- C. As more particularly described on the Implementation Fee Schedule, the total anticipated Implementation Fees and the total anticipated Maintenance Fees during the contracted term for Maintenance Services is specified in the Investment Summary. Nothing in this Section III is intended by the parties to create a cap on the fees and expenses that would otherwise be due under an SOW.
- D. Tyler shall invoice Client monthly or at such other more frequent intervals as may be set forth in the applicable Fee Schedule and payment therefor shall be made in United States dollars within thirty (30) days of the invoice date. Any retainer, deposit or other billing to be paid by Client prior to Tyler performing any Services shall be set forth on the applicable Fee Schedule. Client is responsible for all Services ordered from Tyler by Client and agrees to pay for those Services in accordance with the terms set forth on the applicable Fee Schedule.
- E. Invoices submitted by Tyler shall be accompanied with reasonably detailed supporting information and documentation.
- F. To the extent that Tyler is delayed in performing Services as a result of Client's acts or omissions, Tyler reserves the right to invoice Client based on original timelines.
- G. All fees are exclusive of all taxes, duties, and assessments, all of which will be paid by Client. If Client is exempt from paying sales or use taxes, it shall provide Tyler a tax-exempt certificate.

IV. REGENERATION OF LOST OR DAMAGED DATA

- A. With respect to any Client data that Tyler loses or damages, Tyler shall, at its own expense, promptly replace or regenerate such data from Client's machine-readable supporting material, or obtain, at Tyler's own expense, a new machine-readable copy of the lost or damaged data from Client's data sources.

V. CLIENT TRADEMARKS.

- A. During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the Services pursuant to the Agreement and to list Client as a Tyler customer in promotional materials distributed to third parties. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide the Services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.

VI. RIGHTS IN DATA AND WORKS

A. License

1. License. Subject to the terms and conditions of this Agreement, Tyler grants Client a limited, nontransferable, nonexclusive license to use the SOW Deliverables (as hereinafter defined).
2. Password Access. Tyler shall issue authorized employees and agents of Client a user authorization device ("Password") which will permit access to and use of certain SOW Deliverables. Ownership of each Password shall remain with Tyler. Tyler may terminate any and all Passwords upon the expiration or earlier termination of this Agreement or in the event of an uncured breach by Client of this Agreement. Tyler may also immediately terminate a Password in the event that Tyler reasonably believes that such Password is being used other than in accordance with this Agreement. Client agrees that all Passwords shall remain confidential and shall be used only by the employees or agents to whom they have been assigned. Client shall notify Tyler immediately in the event Client has reason to believe that the confidentiality of any Password may have been compromised and shall take all action reasonably necessary to stop any unauthorized use of the Password or access to or use of the SOW Deliverable. To be considered an authorized user ("Authorized User"), an individual must have been assigned a Password and must be using the SOW Deliverable in accordance with this Agreement.
3. Additional Restrictions. In addition to the restrictions on use set forth in Section VI.A.2, Client agrees that

it shall not (a) use any SOW Deliverables to provide services under any name other than that of Client, (b) use any SOW Deliverables to process the data of third parties without Tyler's prior written consent which consent may be withheld in Tyler's sole discretion; (c) use any SOW Deliverables in the operation of a service bureau; (d) modify or change any SOW Deliverables; or (e) decompile, disassemble or otherwise reverse engineer any SOW Deliverables. Client further agrees that each SOW Deliverable is proprietary to Tyler and agrees to protect the confidentiality of such SOW Deliverable. Client, its agents and its employees shall not use, disclose or otherwise communicate any information with respect to the SOW Deliverable, including but not limited to its functionality, which might enable the copying of all or any portion of the SOW Deliverable. Client agrees to take all necessary action to protect the confidentiality of all Passwords and SOW Deliverables, including appropriate instructions to and agreements with its employees and agents.

B. Proprietary Rights

1. Exclusive of Client Content (as hereinafter defined), Tyler shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in all work product produced by Tyler of any type whatsoever, whether tangible or intangible, which Tyler invents, creates, composes, authors, discovers or otherwise produces hereunder or under an SOW ("**SOW Deliverables**"), including, but not limited to, all software (including, but not limited to, software developed by Tyler using software owned by a third party), code (including, but not limited to, HTML computer programming/formatting code, any files necessary to make image maps function, and any server code) and documentation (including, but not limited to, tangible materials that related to the code, including materials useful for design such as logic manuals, flow charts and principles of operation), and including but not limited to all legally protectable elements, or derivative works thereto, whether or not paid for wholly or in part by Client, whether or not developed in conjunction with Client, and whether or not developed by Tyler, Client or any Tyler, subcontractor or agent for Tyler or Client. The foregoing shall not be considered works made for hire and Tyler shall own all right, title and interest to each such SOW Deliverable. To the extent that ownership of any of the foregoing does not automatically vest in Tyler by virtue of this Agreement or otherwise, Client agrees to transfer and assign to Tyler all rights, title and interest in the SOW Deliverables.
2. Client Ownership. Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in all computer programs, files, documentation, media, related material and any other material and content that is owned by Client and provided to Tyler (the "**Client Content**").
3. Proprietary Notices. Tyler may place copyright and/or proprietary notices, including hypertext links within SOW Deliverables. Client may not alter or remove such notices without Tyler's written permission.
4. Limitations. Client shall not provide to Tyler any Client Content that may be defamatory, or that actually or potentially infringes or misappropriates the copyright, trademark, or proprietary or intellectual property right of any person.
5. Data. Within thirty (30) days after the expiration of this Agreement and payment in full by Client to Tyler of all sums due under this Agreement, Tyler will release to Client data contained in the DHD System to a third party format (i.e.: Access, Excel, CSV, etc.).

VII. ACCEPTANCE OF SOFTWARE

- A. All SOW Deliverables provided by Tyler pursuant to this Agreement must function to meet the requirements set forth in the SOW. In connection therewith, Tyler shall provide Client with a project plan, which shall include testing of applications with step-by-step procedures that verify functionality and reliability of all software furnished and installed by Tyler pursuant to this Agreement.
- B. The Client's Project Director shall provide Tyler with a written acceptance letter upon satisfactory completion of the test period for each purchased application.
- C. "**Final Acceptance**" shall be achieved when 1) all hardware, software and system components purchased under the terms of this Agreement and meeting the requirements of the finalized requirements approved and signed by Client have been successfully installed, tested and accepted by the Client; 2) all software modifications listed in the finalized requirements approved and signed by Client have been successfully completed, tested and accepted by the Client; 3) all user documentation is verified to be materially complete and current with the systems installed, provided to and approved by the Client; 4) all user and system training as described in the Implementation SOW has been completed to the reasonable satisfaction of the Client; 5) all testing plans have been executed and approved by the Client. Upon satisfaction of the foregoing, the Client shall execute a written document acknowledging that Final Acceptance has been achieved.

VIII. TERMINATION

- A. Either party, upon delivery of written notice to the other party, may terminate this Agreement:
1. If, in the case of the failure by the other to pay any sums due under this Agreement, such sum is not paid within five (5) business days after delivery of notice thereof by the non-defaulting party to the other party; or
 2. If the other party or its employees, contractors, or other agents breaches any other provision of this Agreement and the breach is not remedied within thirty (30) business days of the non-defaulting party's delivery of written notice of the breach.
- B. Upon expiration or termination of this Agreement, Tyler shall promptly return to Client all Client Content.
- C. Upon expiration or termination of this Agreement for any reason Client will pay Tyler no later than thirty (30) days after the date of termination all fees accrued up until the termination date that have not been previously paid by Client. Without limiting the generality of the foregoing, Client shall be responsible for paying to Tyler all fees associated with work in process that had not yet been delivered to Client.
- D. The provisions of **Sections III, VI, VII, IX, X, XV and XVIII** shall survive termination or expiration of this Agreement regardless of the reason for termination or expiration.

IX. CONFIDENTIAL INFORMATION

- A. Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to business plans and methods, financial information, pricing information, marketing plans and strategies, product development information and other information and materials of the other party that are not publicly known and that are kept confidential by the respective party (collectively, "**Confidential Information**"). Each party agrees that, except as anticipated by the terms of this Agreement, neither it nor its employees and/or contractors will, during or after the term of this Agreement, disclose any Confidential Information of the other party to any third party. Any disclosure of Confidential Information within Client or Tyler shall only be made to those employees and contractors with a reasonable need to know such Confidential Information in order to provide the Services or receive the benefit of the Services.
- B. Should either Client or Tyler need to disclose Confidential Information to any third party contractor for purposes of assisting in the provision of Services, such disclosure shall be made only after such third party contractor executes an agreement mutually satisfactory to Client and Tyler wherein the third party contractor acknowledges the confidentiality of Confidential Information and agrees to use it only for provision of Services.
- C. The obligations set forth in this Section IX do not apply if and to the extent the party receiving Confidential Information ("**Receiving Party**") establishes that: (i) the information disclosed to the Receiving Party was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt, as evidenced by documents in the possession of the Receiving Party prepared or received prior to disclosure of such information; (ii) the Receiving Party received the information in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential and without requiring the Receiving Party to keep information confidential; (iii) the information was publicly known at the time of its receipt by the Receiving Party or has become publicly known other than by a breach of this Agreement; (iv) the information is independently developed by the Receiving Party without use of the other Party's Proprietary Information; or (v) the information is required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that the Receiving Party will use reasonable efforts under the circumstances to notify the other party of such requirements so as to provide such party the opportunity to obtain such protective orders or other relief as the compelling court or other entity may grant.

X. DISCLAIMERS AND LIMITATION OF LIABILITY

- A. Tyler cannot and does not control the flow of information to or from Tyler's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet or portions thereof. Tyler cannot guarantee that such events will not occur. Accordingly, Tyler disclaims any and all liability resulting from or related to such events.
- B. Client acknowledges that it is not possible to guarantee against data loss or damage. Tyler accepts responsibility for any data loss or damage that occurs as a direct result of Tyler's negligence or failure to comply with any security procedures, guidelines or technology currently recognized as industry standard (defined as deploying standard critical OS or database patches and software upgrades). In addition to all other security measures on the DHD System network, 128-bit SSL encryption will be used on any sensitive data, such as usernames and passwords, personal Client data or any information that would not fall under public record laws.

- C. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, Tyler MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF, ANY SERVICE, SOFTWARE, OR OTHER MATERIALS PROVIDED UNDER ANY SOW. Tyler DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF Tyler'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PERFORM SERVICES HEREUNDER.
- D. Tyler SHALL NOT BE LIABLE TO CLIENT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING WITHOUT LIMITATION LOST REVENUES, LOST PROFITS, LOSS OF SAVINGS, LOSS OF GOODWILL, LOSS OR TIME, LOSS OF BUSINESS, OR LOSS OF DATA ARISING OUT OF USE OF THE SERVICES OR THE SYSTEM (INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT) EVEN IF NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL Tyler'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO Tyler UNDER THE SOW FROM WHICH THE CLAIM ARISES. CLIENT ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT Tyler WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

XI. AMENDMENTS

- A. This Agreement may be modified or amended only in writing duly executed by both parties.

XII. INSURANCE

- A. Tyler will, at its own expense, procure and maintain the following policies of insurance during the term of this Agreement:
1. Standard Worker's Compensation and Disability Insurance, if required by law;
 2. General liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$1,000,000 aggregate coverage for professional liability insurance and \$1,000,000 per occurrence and \$3,000,000 aggregate coverage for general liability insurance; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage;
 3. Automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage; and
 4. Protective Liability Insurance covering the liability for the acts or neglect of each of its subcontractors with respect to all work performed by said subcontractor under this Agreement.
- B. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled without thirty (30) days prior written notice to the Client shall be delivered to the Client before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the Client at least sixty (60) days prior to the expiration of such policy or policies of insurance. Tyler's general liability insurance shall provide for and name Client as an additional insured. All policies shall insure the Client for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in Client's State or otherwise reasonably acceptable to the Client.

XIII. FORCE MAJEURE

- A. Neither party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of God, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or

other natural or man-made disasters, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The party affected by an event of Force Majeure, upon giving prompt notice to the other party, shall be excused from performance hereunder on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

XIV. WARRANTY

- A. Each party warrants to the other that it is a validly organized business or governmental entity with authority to enter into this Agreement. Each party warrants to the other that it has the right to perform all its obligations and grant all the rights contained in this Agreement.
- B. Tyler warrants that it is the owner of the software provided pursuant to this Agreement and that it has the clear title and the absolute right to license the software's use. Tyler warrants that the services and products delivered or rendered hereunder do not violate any rights of any non-contracting party, including any patent, copyright, trade secret, trademark, or other proprietary rights.
- C. Tyler warrants that the Services shall be performed in a professional, good and workmanlike manner.
- D. Tyler warrants that the production software and any approved configurations, modifications, additions, or enhancements thereto, shall be reasonably free from program coding errors. In the event coding errors are discovered subsequent to delivery, Tyler will supply corrections in a reasonable time frame and according to the policies set forth in the Maintenance SOW. This warranty is void if Client makes any changes, modifications, additions, or enhancements to the software.
- E. Client warrants that Client Marks and Client Content furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the Services, Client represents and warrants that it will provide all access to and information about Client Marks and Client Content in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Client Content, and (b) it will not take or allow to be taken any action that would result in any harmful code or materials to be provided or submitted to Tyler.

XV. INDEMNIFICATION

- A. Notwithstanding the limits of any policy of insurance provided pursuant to this Agreement, Tyler agrees to indemnify and hold harmless Client and, at the request of Client, defend Client against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees, which Client may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of Tyler, its agents, officers, members, directors, Tylers or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of Tyler to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement.

XVI. INDEPENDENT CONTRACTOR

- A. For the purpose of this Agreement, Tyler is and shall in all respects be considered an independent contractor. Tyler, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or an employee of Client, nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.
- B. Tyler shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of Tyler's employees' expenses; compliance with federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. Client shall have no responsibility for any of the incidences of employment.

XVII. AUDIT

- A. Tyler shall, upon request and expense of the Client, provide Client such documentation, records, information and data and response to such inquiries and shall fully cooperate with internal and/or independent auditors designated by Client and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements to assure or monitor payments to Tyler under this Agreement. Client's right of inspection and

audit pursuant to this Agreement shall remain in full force and effect for a period of three (3) years after the close of Tyler's fiscal year in which any funds or payment was received from Client under this Agreement.

XVIII. MISCELLANEOUS

- A. **DISPUTES.** Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- B. **CHOICE OF LAW.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- C. **NON-DISCRIMINATION.** Tyler agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin.
- D. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Client and Tyler and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.
- E. **FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE.** Notwithstanding any other provision in this Agreement, Tyler remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations. Tyler agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to fully cooperate with the Client in this regard, and to execute any amendments necessary for Client and/or Tyler to comply with such laws, rules, regulations, orders and programs.
- F. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY.** The undersigned certifies, to the best of his/her knowledge and belief, that Tyler and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this transaction/application/proposal/contract/ agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- G. **ASSIGNMENT.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tyler may assign this Agreement, without the necessity of obtaining Client's consent, to an unaffiliated entity that acquires substantially all of the ownership interests or assets of Tyler. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
- H. **WAIVER.** Any delay by a party in exercising its rights hereunder will not constitute a waiver of its rights or its entitlement to enforce any provision of this Agreement.
- I. **SEVERABILITY.** If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained herein.
- J. **NO EMPLOYEE SOLICITATION.** During the Term and for a period of twelve (12) months thereafter, Client agrees not to hire, contract with, or solicit for hire any Tyler employees or persons previously employed by Tyler in the twelve (12) months prior to any hiring, contracting, or soliciting, with whom Client had material contact during

the term of this Agreement. Client stipulates to the reasonableness of this provision in light of Tyler's concentration of expertise in a core group of individuals.

- K. **REMEDIES.** The parties acknowledge and agree that the remedies at law for breach of any term in this Agreement may be inadequate and that either party, in addition to any other remedies at law, will be entitled to seek injunctive relief for any breach of this Agreement. The prevailing party in a dispute between the parties shall be entitled to recover its costs (incurred in arbitration and/or court) and reasonable attorneys' fees.
- L. **NON-EXCLUSIVE AGREEMENT.** This Agreement is not an exclusive services agreement and nothing contained herein will be construed to prohibit (i) Client from acquiring services from or entering into any agreements with any other party, or (ii) Tyler from providing services to or entering into any agreements with any other party.
- M. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement and all SOWs may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement and all SOWs may be executed by the Parties delivering facsimile copies of executed signature the pages and same shall be fully effective to cause this Agreement to be fully binding and enforceable in accordance with its terms. Without limiting the effectiveness of this Agreement or any SOW upon its execution by facsimile signature pages, each Party agrees to deliver to each other executed originals of this Agreement or any SOW, as the case may be, within ten (10) days after transmission of such facsimile signature pages.
- N. **NOTICE.** All notices, demands, and other communications required hereunder, unless otherwise provided herein, must be in writing and delivered by hand, by certified mail return receipt requested or by overnight courier addressed as follows:

If to Tyler:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

If to Client:

City of Austin, Purchasing Office
PO Box 1088
Austin, TX 78767

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Name of Client: Elisa Folco - City of Austin CLIENT

Signature: _____

Name of Signer (printed): Elisa Folco

Title: Procurement Spec. IV

Date Signed: 9/28/2017

TYLER TECHNOLOGIES, INC.

Signature: Abigail Diaz

Name of Signer (printed): Abigail Diaz

Title: Chief Legal Officer

Date Signed: 9/20/17

Exhibit F
Non Discrimination Certification

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20th day of September, 2017

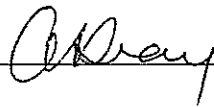
CONTRACTOR	<u>Tyler Technologies, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Chief Legal Officer</u>

Exhibit G

**City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Tyler Technologies, Inc.

Signature of Officer or
Authorized
Representative:

Abigail

Date: 9/20/17

Printed Name:

Abigail Diaz

Title

Chief Legal Officer

Contract Award
RFP # 110515

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

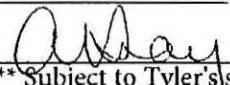
PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES
In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 2, 2015

Company Address: One Tyler Drive

City: Yarmouth State: ME Zip: 04096

Contact Person: Ehren Morse Title: Sales Operations Manager (800-772-2260 ext. 4662)

Authorized Signature (ink only):  ** Abigail Diaz, Associate General Counsel
** Subject to Tyler's stated exceptions and Proposal scope. (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Tyler Technologies, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 15, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____

NJPA Executive Director

Dr. Chad Corquette
(Name printed or typed)

Awarded this 15th day of December, 20 15 NJPA Contract Number # 110515-TTI

NJPA Authorized signature: _____

NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this 15th day of December, 20 15 NJPA Contract Number # 110515-TTI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Tyler Technologies, Inc.

Vendor Authorized signature: _____

Abby Diaz
(Name printed or typed)

Title: Associate General Counsel

Executed this 21st day of December, 20 15 NJPA Contract Number # 110515-TTI

Home > Cooperative Purchasing > Contracts - General > Technology, Security & Communication Solutions > Tyler Technologies



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide

Vendor Contact Info

Ehren Morse
Direct Phone: 800-772-2260 Ext.
4662
Ehren.Morse@tylertech.com
www.tylertech.com

Tyler Technologies



Contract#: 110515-TTI

Category: Technology, Security & Communication Solutions

Description: Administrative Software

Maturity Date: 12/15/2019

With more than 14,000 clients, Tyler Technologies is a leading provider of software and services for the public sector. Designed with an insider's understanding of the public sector market acquired from decades of industry experience, Tyler Solutions streamline processes and improve the flow of information throughout an organization, empowering local and county governments, schools and other public sector entities to better serve citizens. Tyler solutions reach all areas of the public sector, including financials & HR, schools, courts & justice, Appraisals and Tax, document management, public safety, Citizen Services, and planning, regulatory maintenance.

[Contact Tyler Technologies](#)



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

RFP Opening

NOVEMBER 6, 2015

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP # 110515

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES. Details of this RFP are available beginning SEPTEMBER 24, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until NOVEMBER 5, 2015 at 4:30 p.m. Central Time at the above address and opened NOVEMBER 6, 2015 at 8:00 a.m. Central Time.

RFP Timeline

SEPTEMBER 24, 2015

Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

**OCTOBER 22, 2015
10:00 a.m. Central Time**

Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

OCTOBER 29, 2015

Deadline for RFP questions.

**NOVEMBER 5, 2015
4:30 p.m. Central Time**

Deadline for Submission of Proposals. Late responses will be returned unopened.

**NOVEMBER 6, 2015
8:00 a.m. Central Time**

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

TABLE OF CONTENTS

1. DEFINITIONS	L. Shipping Requesting Pricing Changes
A. Contract	6. EVALUATION OF PROPOSALS
B. Currency	A. Proposal Evaluation Process
C. Exclusive Vendor	B. Proposer Responsiveness
D. FOB	C. Proposal Evaluation Criteria
E. Hub Partner	D. Other Consideration
F. Proposer	E. Cost Comparison
G. Request for Proposal	F. Marketing Plan
H. Sourced Goods	G. Certificate Of Insurance
I. Time	H. Order Process and/or Funds Flow
J. Total Cost of Acquisition	I. Administrative Fees
K. Vendor	J. Value Added
2. ADVERTISEMENT OF RFP\	K. Waiver of Formalities
3. INTRODUCTION	7. POST AWARD OPERATING ISSUES
A. About NJPA	A. Subsequent Agreements
B. Joint Exercise of Powers Laws	B. NJPA Member Sign-up Procedure
C. Why Respond to a National Cooperative Procurement Contract	C. Reporting of Sales Activity
D. The Intent of This RFP	D. Audits
E. Scope of This RFP	E. Hub Partner
F. Expectations for Equipment/Products and Services Being Proposed	F. Trade-Ins
G. Solutions Based Solicitation	G. Out of Stock Notification
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL	H. Termination of a Contract resulting from this RFP
A. Inquiry Period	8. GENERAL TERMS AND CONDIITONS
B. Pre-Proposal Conference	A. Advertising a Contract Resulting From This RFP
C. Identification of Key Personnel	B. Applicable Law
D. Proposer's Exceptions to Terms and Conditions	C. Assignment of Contract
E. Proposal Format	D. List of Proposers
F. Questions & Answers About This RFP	E. Captions, Headings, and Illustrations
G. Modification or Withdrawal of a Submitted Proposal	F. Data Practices
H. Proposal Opening Procedure	G. Entire Agreement
I. NJPA's Rights Reserved	H. Force Majeure
5. PRICING	I. Gratuities
A. Line-Item Pricing	J. Hazardous Substances
B. Percentage Discount From Catalog or Category	K. Licenses
C. Cost Plus a Percentage of Cost	L. Material Suppliers and Sub-Contractors
D. Hot List Pricing	M. Non-Wavier of Rights
E. Ceiling Price	N. Protests of Awards Made
F. Volume Price Discounts/ Additional Quantities	O. Suspension or Disbarment Status
G. Total Cost of Acquisition	P. Affirmative Action and Immigration Status Certification
H. Sourced Equipment/Products/ Open Market Items	Q. Severability
I. Price and Product Changes	R. Relationship of Parties
J. Payment Terms	9. FORMS
K. Sales Tax	10. PRE-SUBMISSION CHECKLIST
	11. PRICE & PRODUCT CHANGE REQUEST FORM
	12. APPENDIX A

1 DEFINITIONS

A. CONTRACT

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Appraisal services, CAD, mobile CAD, dispatch, CAMA, appraisal, assessment, citizen services, revenue tracking and analysis, civil processing, cloud applications and platform services, content management, imaging, court/legal case management, court document e-filing, electronic filing, data verification, street-level imaging, data warehouse, analytics, financial and budget management, fund accounting, human resources, payroll processing, jail and detention management, land records, vital and official records, law enforcement records management, maintenance, work orders, agenda automation, minutes, nutrition management, permits and licensing, payment processing and disbursements, project management, property tax, billing and collections, public safety, routing, planning, transportation, and student information systems.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This RFP should NOT be construed to include solutions focused solely on fleet technology/fleet software (vendors can include fleet/transportation-related software as an ancillary part of their offering); fuel management software solutions; facility security software; or cyber security.

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 **Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 **Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members’ needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered

by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for**

Proposal Opening”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the “Hot List” at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor’s suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request price changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The “Purchase Option” at lease maturity (\$1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

6.9 Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer’s resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer’s actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer’s record of conforming to specifications and standards of good workmanship. The Proposer’s history for reasonable and cooperative behavior and commitment to member satisfaction shall be under

evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution

and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after

the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer’s Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on

Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic

information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?
_____ Yes _____ No
 - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

**PROPOSER INFORMATION**

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS**Authorized Signer for your organization*:**

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP # 110515**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES
In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #110515_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number # 110515**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 110515**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 110515**

PROPOSER ASSURANCE OF COMPLIANCE**Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a “trade secret.” All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ d. Other; please describe.
- 20) Do you offer quantity or volume discounts?
_____ YES _____ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry-Specific Items

- 24) Demonstrate your company's ability to serve NJPA's national membership base:
- a. How many states do you have current customers in that fall within NJPA's membership verticals (governmental, educational and not-for-profits)?
 - b. List the states in which your company is not currently doing governmental, educational, and not-for-profit business in? Explain why.
- 25) In which states (if any) does your company currently have restrictions that prohibit you from selling in those states? Explain those restrictions.
- 26) Demonstrate your company's ability to provide transparent pricing for all costs associated with a potential purchase, including license fees, travel, training, support, implementation, ongoing service, annual maintenance, system updates, upgrades, and enhancements.
- 27) List the departments within an NJPA Member's operation that your software system targets (i.e., state government, city government, county government, K-12, higher education, non-for-profit, utilities, special districts, and other).
- 28) Demonstrate your company's ability to provide:
- a. online help and support
 - b. single input of data that can be shared with other modules without duplicate entry
 - c. real time data and information
 - d. system and user documentation and training manuals
 - e. rigorous on-site training and support
 - f. capacity for unlimited users to work simultaneously
 - g. role-based security permissions
 - h. periodic password changes
 - i. software/system integration across customer (NJPA Member) departments—both within your company and across competitors' systems

- 29) Provide the percentage of your total annual revenue derived from administrative-related software sales to governmental, educational, and not-for-profit entities. (This includes revenue from software, services, maintenance, and other sources.)
- 30) What percentage of your revenue is derived from each of the following: software license fees, maintenance fees, professional services/consulting, and SaaS revenue?
- 31) What is your company's annual research and development investment for public sector administrative-related software, both in terms of financial investment and the total number of employees dedicated to the R&D function? How much of your R&D is the result of customer requests (enhancement, new functionality)?
- 32) How many of your employees work in each of the following areas: sales and marketing, product development, client service, client support, other (describe)?
- 33) Provide the number of offices and their locations for your organization.
- 34) Provide statistics detailing the number of employees your company has added over the past five years.
- 35) Provide the average employee tenure for your technical support team.
- 36) Describe your market share in the public sector administrative-related software space.
- 37) How many organizations have implemented the solutions that you are proposing in this RFP?
- 38) How many organizations are still running your solutions with active maintenance and support contracts (i.e., lifetime customer retention)?
- 39) How many governmental, educational, and not-for-profit organizations have implemented your solutions in the past 12 months?
- 40) Describe the customer industries you serve and provide the percentage of annual revenue for each vertical.
- 41) Which of the sub-categories in Section 3.17.1.1 (if any) does your company's portfolio of product offerings include?

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- | | |
|--------------------------|----------------------------------------------------|
| <input type="checkbox"/> | Adding Equipment/ Products /Services |
| <input type="checkbox"/> | Deleting/Discontinuing Equipment/Products/Services |
| <input type="checkbox"/> | Price Increase |
| <input type="checkbox"/> | Price Decrease |



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)
 To that certain
NJPA RFP #110515
 Issued by
 National Joint Powers Alliance®
 For the procurement of

PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHONOLOGY SERVICES

Consider the following to be part of the above-titled RFP: List of inquirers as of October 22, 2015.

22nd Century Staffing, Inc.	Jive Communications, Inc.
22nd Century Technologies, Inc.	Konica Minolta Business Solutions
Accela	Kyran Research Associates
Acro Service Corporation	Lexmark Enterprise Software, LLC
AgreeYa Solutions	Library Video Company dba SAFARI Montage
Anet Solutions	Lumobee
BloomBoard, Inc.	Luxoft USA
Brains II	MacNeil Environmental, Inc.
C3G	MarkLogic Corporation
Cardno	Maxisys
CardWorks	Media-X Systems Inc.
Chameleon Technologies, Inc.	Momix Solutions
Cognizant Technology Solutions	Morneau Shepell
Core BTS, Inc.	MotionLink
Corporate Technologies	NutriStudents K-12
CourtView Justice Solution	Oracle
Delasoft, Inc.	Prime Vendor Inc.
Denovo Ventures, LLC	QiqoChat
Direct Technology Group	Red Pocket Solutions Inc.
Dude Solutions	Run Straight Consulting
E-CARD ID Products Ltd.	Sense Agility
eCompliance	Server Logic
Edvance Software	SHI
Efficient Consultants	SINET
Enterprise Systems	Skyward, Inc.
Environmental Systems Research Institute, Inc. (ESRI)	Slalom Consulting
eRepublic	SnAPPii
eSCRIBE	SpecBid Holdings, Inc.
FICO	Speridian
FIS Global	Stars Information Solutions
Gestion D'Amboise	Storage Guardian
Harris Computer System	Strategic Sourcing Services
Hyland Software, Inc.	Strategic Systems
IEG7	TAM Training
Image Source Inc.	TeamWORKS Solutions
Information Resource Group, Inc.	The Arcanum Group, Inc.
IntelliTime Systems Corporation	TrueIT
ITSavvy	USPAY Group. LLC
JEA	Weidenhammer Systems Corp.

AssetWorks	Cost Control Associates, Inc.
Staples Contract & Commercial, Inc.	Tyler Technologies, Inc.
Ardent Technologies, Inc.	

Acknowledgment of Addendum One (1) to RFP 102115 emailed on October 23, 2015.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.



Home > Cooperative Purchasing > Contracts - General > Technology, Security & Communication Solutions > Tyler Technologies



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE ?
Our step-by-step guide

Vendor Contact Info

Ehren Morse
Direct Phone: 800-772-2260 Ext. 4662
Ehren.Morse@tylertech.com
www.tylertech.com

Tyler Technologies

Pricing information can be obtained by contacting:

Ehren Morse

800-772-2260 Ext. 4662

Ehren.Morse@tylertech.com
www.tylertech.com



GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Elisa Folco/512-974-1421	PM Name/Phone	Michael Maddux/512-972-5846
Sponsor/User Dept.	Austin Public Health	Sponsor Name/Phone	Michael Maddux/512-972-5846
Solicitation No	REQ 25187	Project Name	EHSD Digital Health Department
Contract Amount	Initial Term: \$461,623.80 Year 1: \$94,531.20 Year 2: \$99,132.70 Total: \$655,287.70	Ad Date (if applicable)	NA

Procurement Type

- | | | |
|-----------------------------------------------------|------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input checked="" type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

The DHD Platform System provides a fully functional Environmental Health Data Management System that can operate without additional modules, features, customizations, or configurations. Each module includes standard logic that adds to the advanced functionality of the system and remains unchanged throughout the configuration process.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

No

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

92045 - Software Maintenance/Support - 100%

Elisa Folco

8/21/2017

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	8/21/2017	Date Assigned to BDC	8/21/2017
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 19 MBE/WBE Firms in the selected commodity.

Subcontracting Opportunities Identified

None.

Laura Moreno


SMBR Staff



Signature/ Date

8/22/17

SMBR Director or Designee



Date

8/23/17

Returned to/ Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-263897

Date Filed:
09/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tyler Technologies, Inc.
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 5600 NC170000053
Public Health and Permitting Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yeaman, John	Plano, TX United States	X	
	Marr, Jr., John	Yarmouth, ME United States	X	
	Brattain, Donald	Plano, TX United States	X	
	King, Jr., J. Luther	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Moore, Jr., H. Lynn	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Pope, Daniel	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tyler Technologies, Inc.
Plano, TX United States

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MA 5600 NC170000053
Public Health and Permitting Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Robert Kennedy-Jensen
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Kennedy-Jensen this the 21st day of September, 2017, to certify which, witness my hand and seal of office.

Tammy J. Towle
Signature of officer administering oath

TAMMY J. TOWLE
Notary Public, State of Maine
My Commission Expires Dec. 18, 2023

Printed name of officer administering oath

Title of officer administering oath